

EXHIBIT "D."

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF EL MIRAGE

## MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the TOWN OF EL MIRAGE a municipal corporation, hereinafter called "TOWN."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

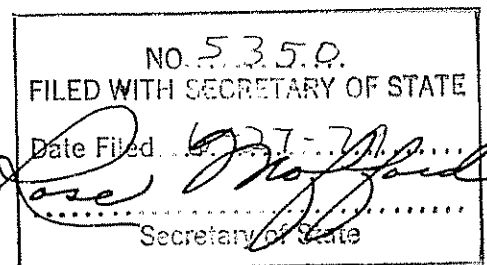
WHEREAS, the TOWN, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the TOWN'S system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Betterment or reconstruction of roadway, curbs, medians and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and



- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Permits for highway right-of-way encroachments and use; and
- f. Resurfacing, resealing, construction and replacement of roadways; and
- g. Routine maintenance (including sweeping and cleaning) of roadway and curbs; and
- h. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the TOWN shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and
- b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and
- d. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- e. Parking striping (after initial installation); and
- f. Street name and parking signs.

3. Upon the annexation of any area by the TOWN which is traversed by any STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the TOWN shall furnish the STATE a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the TOWN except, however, that the TOWN may enforce more restrictive regulations if authorized by law.

5. The TOWN shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the TOWN. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The TOWN will maintain the insurance for the period of this Agreement.

6. The TOWN shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the TOWN shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the TOWN on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the Town of EL MIRAGE (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the Town Attorney of EL MIRAGE (Exhibit E) that this agreement is in proper form and within the powers and authority granted to the TOWN OF EL MIRAGE under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *J. B. Montz*  
Title: Chief Deputy State Engineer

TOWN OF EL MIRAGE

By: *Margarita Reese*  
Title: *Town Manager*

*Expires 5-31-82*

ATTEST:

*Stella Moreno*



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN

~~XXXXXXXXXXXX~~

ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-429 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20<sup>th</sup> day of June, 1979.

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*

ALBERT MORGAN  
Assistant Attorney General

EXHIBIT "A"

RESOLUTION

Be it resolved on this date, July 9, 1979, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the TOWN OF EL MIRAGE, acting by and through its TOWN COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the TOWN OF EL MIRAGE, and request the TOWN to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.

  
WILLIAM A. ORDWAY, Director  
Department of Transportation

RESOLUTION NO. 174

A RESOLUTION OF THE TOWN COUNCIL OF  
THE TOWN OF EL MIRAGE , MARICOPA  
COUNTY, ARIZONA, AUTHORIZING EXECUTION  
OF CERTAIN AGREEMENTS WITH THE ARIZONA  
DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED BY THE TOWN COUNCIL -  
THE TOWN OF EL MIRAGE , MARICOPA  
COUNTY, ARIZONA, AS FOLLOWS:

That the Town Manager of the Town of EL MIRAGE is hereby authorized and directed on behalf of the Town of EL MIRAGE to execute a certain intergovernmental agreement between the State of Arizona and the Town of EL MIRAGE relating to Highway Maintenance, ~~a true and correct copy of which agreement is marked Exhibit "B", attached hereto and made a part hereof by reference.~~

APPROVED:

Mayor John A. Garza

ATTEST:

Stella Moreno

Expires 5-31-12

STATE OF ARIZONA       )  
                              :   SS  
County of Maricopa     )

I, Stella Moreno,  
of the TOWN OF EL MIRAGE, ARIZONA, do hereby certify that  
the following is a true and correct extract of the minutes  
of the Town Council meeting held 1-30-79.

In Witness Whereof, I have hereunto set my hand and  
affixed the Official Seal of the TOWN OF EL MIRAGE, ARIZONA.  
Done in El Mirage, Arizona this 30 day of January, 1979.

Stella Moreno



EL MIRAGE COUNCIL

WORKSHOP

JANUARY 30, 1979

The workshop was called to order by Mayor at 7:30 P.M.

Members Present:	Mayor Garza	Absent:	Councilman John Moreno
Councilmen:	Arthur Moreno		Councilman Sabino Rubio
	Howard Mattoon		
	Onis Coffey		
	Olegario Cervantes		
Town Manager:	Maggie Reese		
Town Clerk:	Stella Moreno		
Engineer:	Rosie Gutierrez		

A Public Meeting was held to consider Community Development Block Grant Funded Projects for FY 1979-80. A review of the Three Design Projects funded for FY 1978-79 was made. Council asked that all efforts be made to proceed with construction of the projects designed with 1978-79 funds to insure the best use of the invested funds. The Three 1978-79 Projects were - Master Drainage Plan, Storm Sewer Design for Waddell Road, and Design of Water Production Facility.

Proceeding with the construction of the Water Production Facility with an estimated cost of \$500,000 was considered a first priority for FY 1979-80, thus providing an emergency back up Well and Storage System for the Town for the first time.

The construction of Waddell Storm Sewer was considered as a priority but since its design and the Master Drainage Plan both need to be completed and then ADot Funds requested, it appeared that 1980-81 would be as soon as the design and funds would be available for construction.

An emergency project of installing fire hydrants and replacement of existing small waterlines was considered as an immediate priority for FY 1979-80, since the design is basically done and ready for construction. An estimate of \$100,000 or less was considered.

The safety project of construction of a railroad crossing was discussed as desirable and it was suggested that the Scope of Road Building be cut down and funds be pursued from other sources. It was believed that the project was not eligible for CDBG Funding.

The other 7 projects were reviewed and the engineer was instructed to allocate them to the FY 1980-81 and FY 1981-82 Funding. The engineer was to prepare a priority listing of the projects as per Council discussion and present them to the Council for confirmation of priority at the February 5th Council Meeting.

Mr. Onis Coffey moved that the Council pass Resolution #174, to authorize the Town Manager to enter into an intergovernmental agreement with the Arizona Department of Transportation, pertaining to highway maintenance. Mr. Mattoon seconded the motion. The Council passed the motion unanimously.

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The Town Manager discussed the proposed intergovernmental agreement between Arizona Department of Transportation and the Town of El Mirage. The Town Manager mentioned she had discussed the agreement forms with our Town Attorney. He felt they were in proper form.

There was also some discussion on the Nalbanian Zoning.

The basic zoning R-1 proposal will come before the Council so that additional changes could be made.

Council's approval of the R-1 Zoning Property documented <sup>by</sup> zoning attorney to be adopted at formal meeting, Ordinance #121.

Discussion was held concerning covering the ditch by the baseball field.

Maggie Reese to contact Maggie Reese to contact Mr. Smith, the architect, by next meeting concerning with the Master Plan.

Mr. Coffey made a motion to adjourn the meeting. Mr. Cervantes seconded the motion. Motion carried unanimously.

Meeting adjourned at 9:45 P.M.

*John A. Smith*  
Mayor

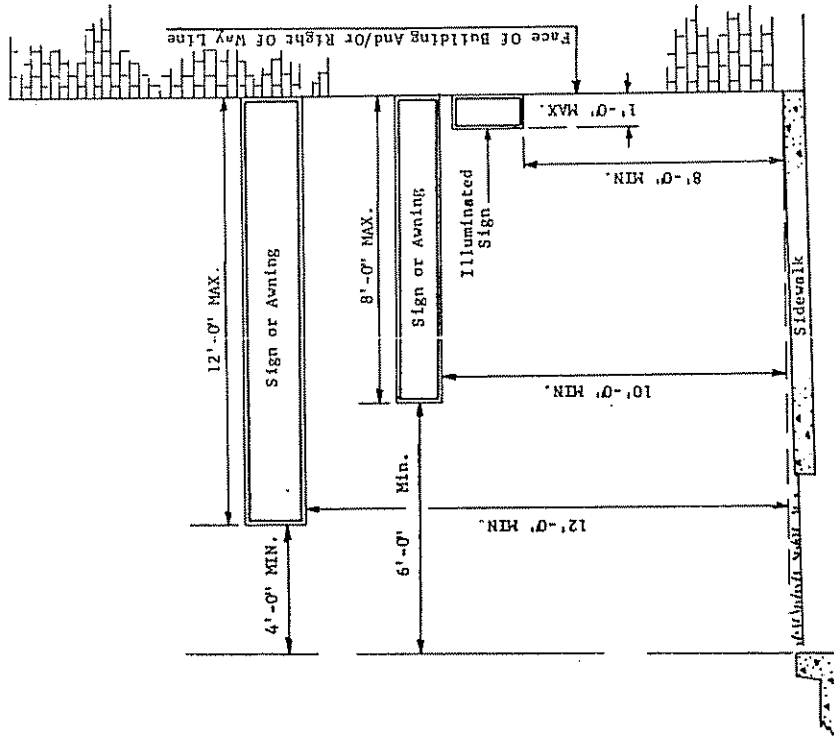
*Stella Moreno*  
Town Clerk

EXHIBIT "C"

- DYSART HIGH SCHOOL
- DYSART JUNIOR HIGH SCHOOL
- DYSART SCHOOL

# GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

Exhibit "D"

DESIGN APPROVED	REVDATE
APPROVED FOR DISTRIBUTION	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS PERMIT REGULATIONS FOR SIGNS AND AWINGS
	PLAN NO. 10-1000-117 10-1000-117 10-1000-117

LEWIS AND ROCA  
LAWYERS

MEMORANDUM

DATE: January 30, 1979  
TO: El Mirage Town Council  
FROM: Rick Cohen  
RE: Intergovernmental Agreement Between State of  
Arizona and the Town of El Mirage Pertaining  
to Maintenance Agreement

Pursuant to your request, we have reviewed the  
above-designed agreement, together with the applicable  
Arizona statutes relating to it. Having done so, we  
have concluded that the agreement is in proper form and  
is within the powers and authority granted under the  
laws of the State of Arizona to the Town of El Mirage.

RSC:jf